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EXAMINER
MEYERS, MATTHEW S

ART UNIT	PAPER NUMBER
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _15 December 2008_.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

1.   This response is in regard to applicant's communication on 12/15/08, wherein

claims 2-20 have been cancelled and claim 1 is currently pending.

Information Disclosure Statement

2.   The information disclosure statement (IDS) submitted is being considered by the

examiner.

Claim Rejections - 35 USC § 112

3.   The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly
> claiming the subject matter which the applicant regards as his invention.

4.   Claim 1 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite

for failing to particularly point out and distinctly claim the subject matter which applicant

regards as the invention. Examiner is unclear as to what is detecting an occurrence in

applicant's amended claim 1. Is this step being performed automatically by some

structure, or is this step being performed by a human.

Claim Rejections - 35 USC § 103

5.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

6.   The factual inquiries set forth in *Graham* **v.** *John Deere Co.*, 383 U.S. 1, 148

USPQ 459 (1966), that are applied for establishing a background for determining

obviousness under 35 U.S.C. 103(a) are summarized as follows:

    1.   Determining the scope and contents of the prior art.
    2.   Ascertaining the differences between the prior art and the claims at issue.
    3.   Resolving the level of ordinary skill in the pertinent art.
    4.   Considering objective evidence present in the application indicating
         obviousness or nonobviousness.

7.   Claim 1 is rejected under 35 U.S.C. 103(a) as being unpatentable over *Lynne*

VanArsdale is senior strategic marketing manager for Quantum (Irvine, CA) and a

member of SNIA board of directors (Mountain View, CA), Computer Technology

Review, June 2002 (Hereinafter referred to as Service), in view of *Secure Deletion of*

Data from Magnetic and Solid-State Memory, This paper was first published in the Sixth

USENIX Security Symposium Proceedings, San Jose, California, July 22-25, 1996

(Hereinafter referred to as Secure) and further in view of applicant's admitted prior art in

applicant's specification at [0038] (Hereinafter referred to as AAPA).

8.   Service discloses a method of managing a computer mass storage system that

hosts a plurality of users (Service , Page 2, "Risk-based SLAs support an organization's

data-protection risk-management strategy. That strategy comes from the identification

of risks, prioritization based on the impact and probability of those risks, and service

levels targeting the planned risk management scenarios."), the method comprising:

    a.   obtaining agreement to provide a level of erasure of hosted data on the

         computer mass storage system (Service , Page 2, "Risk-based SLAs support an

         organization's data-protection risk-management strategy. That strategy comes

from the identification of risks, prioritization based on the impact and probability

of those risks, and service levels targeting the planned risk management

scenarios."); and

b.   erasing the hosted data according to the level of erasure that was agreed

upon (Service, Page 2, "For example, document storage restrictions may dictate

storage on media that will maintain bit-level integrity for a given number of years,

not support rewrite, and allow reliable deletion.");

c.   wherein the hosted data is contained in a storage medium of the computer

mass storage system and wherein the erasing comprises erasing the hosted data

according to the level of erasure that was agreed upon, in response to

repurposing the storage medium (Service, Page 2, "For example, document

storage restrictions may dictate storage on media that will maintain bit-level

integrity for a given number of years, not support rewrite, and allow reliable

deletion."); and

d.   Service discloses allowing reliable deletion, but does not explicitly disclose

wherein erasing the hosted data according the level of erasure comprises

overwriting the hosted data with new data as the new data is generated by

another user; bulk erasing the hosted data, wherein bulk erasing comprises one

of: single pass bulk erasing the hosted data; or multiple pass bulk erasing the

hosted data, wherein multiple pass bulk erasing includes repeatedly bulk erasing

the hosted data, with different bulk erasing patterns; and destroying at least a

portion of the computer mass storage system that includes the hosted data.

e.   However, Secure teaches methods available to recover erased data and

presents schemes to make this recovery significantly more difficult (Secure, Page

1). Moreover, the present techniques for data erasure have been used by DOS

based programs for years. Therefore, it would have been obvious to one of

ordinary skill in the art at the time of the invention to have combined the

teachings Secure with the Data-protection SLAs in Service in order to provide its

clients different levels of erasure increasing with security depending on their risk-

management needs.

f.   Service and Secure disclose all the above limitations. Neither Service nor

Secure explicitly disclose detecting an occurrence of one or more of a

predetermined business event and a predetermined personal event on the

computer mass storage system wherein the predetermined business event and

the predetermined personal event comprises one or more of: change of

environmental condition; detection of an authorized command; and detection of

an unauthorized command. However AAPA discloses, "it is known to provide

self-destruct capabilities for military and intelligence equipment." (Applicant's

specification [0038]. It would have been obvious to one of ordinary skill in the art

at the time of the invention to have used this self-destruct capabilities known in

the art and combined them with the teachings of Secure and with the Data-

protection SLAs in Service in order to provide its clients different levels of erasure

increasing with security depending on their risk-management needs, since so

doing could be performed readily and easily by any person of ordinary skill in the art, with neither undue experimentation, nor risk of unexpected results.

Response to Arguments

9.   Applicant's arguments filed 12/15/08 have been fully considered but they are not persuasive.

10.   With respect to applicant's argument that "Examiner relies primarily on Examiner correctly indicates that VanArsdale generally provides SLA to support data-protection risk-management strategy." Examiner is unable to determine what applicant is arguing, but Examiner notes that when data is erased it overwritten with new data.

11.   With respect to applicant argument that the combination of VanArsdale and Gutman also fails to suggest automatically destroying the computer mass storage system, Examiner respectfully disagrees. Applicant's admitted prior discloses "it is known to provide self-destruct capabilities for military and intelligence equipment." And Service discloses "Risk-based SLAs support an organization's data-protection risk-management strategy. That strategy comes from the identification of risks, prioritization based on the impact and probability of those risks, and service levels targeting the planned risk management scenarios.". Thus, the computer mass storage system would have been destroyed per the SLA found in Service.

Conclusion

12.   **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time

policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later

than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to MATTHEW S. MEYERS whose telephone number is (571)272-7943. The examiner can normally be reached on M-F 8:30-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jan Mooneyham can be reached on (571) 272-6805. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Matthew S Meyers/
Examiner, Art Unit 3689

/Tan Dean D. Nguyen/
Primary Examiner, Art Unit 3689
2/26/09